

MEMORANDUM

Agenda Item No. 11(A)(9)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 16, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution consenting to Cazo Construction Corporation and Habitat for Humanity of Greater Miami, Inc.'s request to assign or transfer to the other their respective interest in the properties located at 10328 SW 172 Street (Folio No. 30-5032-010-0111), 10221 SW 178 Street (Folio No. 30-5032-000-0420), 21899 SW 118 Court (Folio No. 30-6913-002-0080) and 21845 SW 118 Court (Folio No. 30-6913-002-0060), subject to certain conditions; and authorizing the County Mayor to take all actions necessary to effectuate the conveyance, including, but not limited to, executing any required instrument evidencing the Board's consent granted herein

Resolution No. R-590-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney

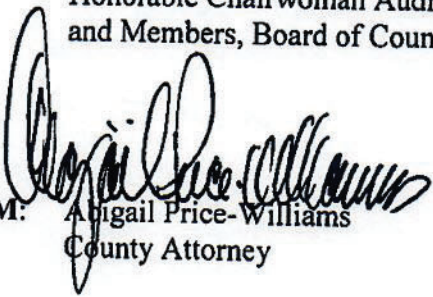
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MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 16, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(9)
6-16-20

RESOLUTION NO. R-590-20

RESOLUTION CONSENTING TO CAZO CONSTRUCTION CORPORATION AND HABITAT FOR HUMANITY OF GREATER MIAMI, INC.'S REQUEST TO ASSIGN OR TRANSFER TO THE OTHER THEIR RESPECTIVE INTEREST IN THE PROPERTIES LOCATED AT 10328 SW 172 STREET (FOLIO NO. 30-5032-010-0111), 10221 SW 178 STREET (FOLIO NO. 30-5032-000-0420), 21899 SW 118 COURT (FOLIO NO. 30-6913-002-0080) AND 21845 SW 118 COURT (FOLIO NO. 30-6913-002-0060), SUBJECT TO CERTAIN CONDITIONS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE CONVEYANCE, INCLUDING, BUT NOT LIMITED TO, EXECUTING ANY REQUIRED INSTRUMENT EVIDENCING THE BOARD'S CONSENT GRANTED HEREIN

WHEREAS, on May 16, 2017, the Board of County Commissioners ("Board) adopted Resolution No. R-556-17, which, among other things, authorized the Chairperson or the Vice-Chairperson of the Board to execute an Amend and Restated County Deed ("Cazo Deed") conveying certain County-owned properties to Cazo Construction Corporation ("Cazo") for the purpose of developing such properties with affordable housing to be sold to very-low, low- or moderate income households in accordance with the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, on May 15, 2018, this Board also adopted Resolution No. R-512-18, which, among other things, authorized the conveyance of 10 County-owned properties to Habitat for Humanity of Greater Miami, Inc. ("Habitat") for the development of such properties with affordable housing to be sold to very-low, low- or moderate income households in accordance with

the Infill Housing Program and the execution of a County Deed ("Habitat Deed") by the Chairperson or Vice-Chairperson for such purpose; and

WHEREAS, Cazo and Habitat jointly submitted a letter, dated March 2, 2020, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference, to the Commissioner of District 9 requesting that the County permit them to swap certain properties previously conveyed to them by the County; and

WHEREAS, specifically, Cazo proposes to swap two properties located at 10328 SW 172 Street (Folio No. 30-5032-010-0111) and 10221 SW 178 Street (Folio No. 30-5032-000-0420) ("Cazo Properties") with Habitat; and

WHEREAS, the Cazo Properties are more fully described in Attachments "B" and "C" attached hereto and incorporated herein by reference; and

WHEREAS, Habitat proposes to swap two properties located at 21899 SW 118 Court (Folio No. 30-6913-002-0080) and 21845 SW 118 Court (Folio No. 30-6913-002-0060) ("Habitat Properties") with Cazo; and

WHEREAS, the Habitat Properties are more fully described in Attachments "D" and "E" attached hereto and incorporated herein by reference; and

WHEREAS, the Habitat Properties are adjacent to a property currently owned by Cazo; and

WHEREAS, by allowing Cazo and Habitat to assign or transfer their interests in their respective properties, Cazo will be able to construct more affordable housing units on the properties, thus increasing the number of affordable housing units in District 9; and

WHEREAS, the Cazo Deed and Habitat Deed prohibits an assignment or transfer of any interests Cazo or Habitat has in the properties, other than to the qualified homebuyers, without the consent of this Board; and

WHEREAS, this Board believes that it is in the best interest of the County and the residents of Miami-Dade County to consent to Cazo and Habitat's request to assign or transfer their respective interests in the Cazo Properties and Habitat Properties; and

WHEREAS, however, this Board wishes to condition its consent on the following: (i) that the instruments that allow for the assignment or transfer of the interest that Cazo and Habitat have in the properties include all of the deed restrictions set forth in the Cazo Deed and Habitat Deed; (ii) that such instruments include the same County reverter that is set forth in the Cazo Deed and Habitat Deed; (iii) that Cazo and Habitat shall developed the properties within two years of the recording of the instruments; and (iv) that such instruments shall be approved by the County prior to their execution and recordation in the public records of Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby consents to Cazo Construction Corporation ("Cazo") and Habitat for Humanity of Greater Miami, Inc.'s ("Habitat" request to assign or transfer to the other their respective interest in the properties located at 10328 SW 172 Street (Folio No. 30-5032-010-0111) and 10221 SW 178 Street (Folio No. 30-5032-000-0420) ("Cazo Properties") and 21899 SW 118 Court (Folio No. 30-6913-002-0080) and 21845 SW 118 Court (Folio No. 30-6913-002-0060) ("Habitat Properties"). This Board's consent is conditioned on the following: (i) that the instruments that allow for the assignment or transfer of the interest that Cazo and Habitat have in

the properties include all of the deed restrictions set forth in the Cazo Deed and Habitat Deed; (ii) that such instruments include the same County reverter that is set forth in the Cazo Deed and Habitat Deed; (iii) that Cazo and Habitat shall developed the properties within two years of the recording of the instruments; and (iv) that such instruments shall be approved by the County prior to their execution and recordation in the public records of Miami-Dade County.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to take all actions necessary to effectuate the conveyance, including, but not limited to, executing any required instruments that evidences this Board's consent granted herein. The County Mayor or the County Mayor's designee, as set forth in Resolution Nos. R-556-17 and R-512-18, is further authorized to exercise all rights set forth in the instruments prepared by Cazo and Habitat and approved by the County. other than those reserved to this Board therein, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from Cazo and/or Habitat, after conducting all due diligence, including, but not limited to, title searches, environmental reviews, and review of the Infill Housing Program Guidelines, deeds which convey the properties back to the County in the event either Cazo and/or Habitat are unable or fail to comply with the deed restrictions set forth in the instruments prepared by Cazo and Habitat and approved by the County. Upon the receipt of a deed from Cazo and/or Habitat, the County Mayor

or the County Mayor's designee shall record such deed in the Public Records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the construction of the affordable housing units contemplated herein shall be subject to this Board's approval.

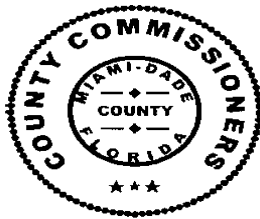
Section 4. This Board directs the County Mayor or the County Mayor's designee to (i) provide copies of the recorded instruments and the restrictive covenants required by such instruments to the Property Appraiser; and (ii) appoint staff to monitor compliance with the terms of the conveyance.

Section 5. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the instruments prepared by Cazo and Habitat and approved by the County, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide copies of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of June, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "BKN", written over a horizontal line.

Brenda Kuhns Neuman
Terrence A. Smith



March 2, 2020

Honorable Commissioner Dennis Moss, District 9

Re: Properties Located at

10328 SW 172 ST, Miami, Fla. Cazo Construction Corp. 30-5032-010-0111

10221 SW 178 ST, Miami Fla Cazo Construction Corp. 30-5032-000-0420

21899 SW 118th Court, Miami, Fla Habitat for Humanity of Greater Miami Inc. 30-6913-002-0080

21845 SW 118th Court, Miami Fla Habitat for Humanity of Greater Miami Inc. 30-6913-002-0060

This letter is to request the swap of the above-mentioned lots between the approved County Developer Cazo Construction Corp. and Habitat for Humanity of Greater Miami Inc. In discussions between Habitat and Cazo, both experienced Infill Developers, we determined that this swap would ultimately result in more affordable units in District 9. Habitat will yield the same number of units with or without the swap

Cazo Construction Corp. will work with the Planning and Zoning Department to develop a project on the above-mentioned sites based on the Gould's CUC guidelines and on the Infill Program.

Both parties Cazo Construction Corp. and Habitat for Humanity of Greater Miami Inc. agree with the swap of lots therefore Cazo Construction can develop this project.

A blue ink signature of Armando Cazo, consisting of a stylized, overlapping loop and a trailing line.

**Armando Cazo, President
Cazo Construction Corp.**

A blue ink signature of Mario Artecona, featuring a series of fluid, connected loops and a long horizontal trailing line.

**Mario Artecona, President
Habitat for Humanity of Greater Miami Inc.**

GENERAL CONTRACTORS • CONSTRUCTION MANAGEMENT
3461 S.W. 8th STREET, MIAMI, FLORIDA 33135
TEL: (305) 448-1898 • FAX (305) 448-4199
LICENSE NUMBER CGC007041



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 6/1/2020

Property Information	
Folio:	30-5032-010-0111
Property Address:	
Owner	CAZO CONSTRUCTION CORP
Mailing Address	3461 SW 8 ST MIAMI, FL 33135
PA Primary Zone	3050 UC EDGE - RESIDENTIAL (R) 2 MAX HT
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	5,550 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$49,950	\$49,950	\$33,300
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$49,950	\$49,950	\$33,300
Assessed Value	\$49,950	\$49,950	\$20,146

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction			\$13,154
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$49,950	\$49,950	\$20,146
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$49,950	\$49,950	\$33,300
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$49,950	\$49,950	\$20,146

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Generated On : 6/1/2020

Property Information

Folio: 30-5032-010-0111

Property Address:

Roll Year 2019 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-R	3050	Square Ft.	5,550.00	\$49,950

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Property Information

Folio: 30-5032-010-0111

Property Address:

Roll Year 2018 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-R	3050	Square Ft.	5,550.00	\$49,950

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Property Information

Folio: 30-5032-010-0111

Property Address:

Roll Year 2017 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-R	3050	Square Ft.	5,550.00	\$33,300

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Generated On : 6/1/2020

Property Information

Folio: 30-5032-010-0111

Property Address:

Full Legal Description

32 55 40

DIXIE HGTS GDNS PB 21-32

LOTS 7 & 8 BLK 2

LOT SIZE 50.000 X 111

COC 23729-3108 0605 3(6)

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
06/02/2017	\$0	30575-1425	Federal, state or local government agency
08/18/2015	\$0	29746-0249	Federal, state or local government agency
08/26/2014	\$100	29294-2577	Corrective, tax or QCD; min consideration
04/09/2010	\$0	27267-2987	Corrective, tax or QCD; min consideration
06/01/2005	\$0	23729-3108	Sales which are disqualified as a result of examination of the deed
02/01/1990	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
03/01/1979	\$4,000	10321-2859	Sales which are qualified

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OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 6/1/2020

Property Information	
Folio:	30-5032-000-0420
Property Address:	
Owner	CAZO CONSTRUCTION CORP
Mailing Address	3461 SW 8 ST MIAMI, FL 33135 USA
PA Primary Zone	3050 UC EDGE - RESIDENTIAL (R) 2 MAX HT
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	4,000 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$32,000	\$32,000	\$24,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$32,000	\$32,000	\$24,000
Assessed Value	\$32,000	\$32,000	\$14,520

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction			\$9,480

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$32,000	\$32,000	\$14,520
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$32,000	\$32,000	\$24,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$32,000	\$32,000	\$14,520

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Property Information

Folio: 30-5032-000-0420

Property Address:

Roll Year 2019 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-R	3050	Square Ft.	4,000.00	\$32,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Property Information

Folio: 30-5032-000-0420

Property Address:

Roll Year 2018 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-R	3050	Square Ft.	4,000.00	\$32,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Property Information

Folio: 30-5032-000-0420

Property Address:

Roll Year 2017 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-R	3050	Square Ft.	4,000.00	\$24,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Generated On : 6/1/2020

Property Information

Folio: 30-5032-000-0420

Property Address:

Full Legal Description

32 55 40 .09 AC

W40FT OF S130FT OF E1/2 OF

SE1/4 OF NE1/4 OF NE1/4 OF SW1/4

LESS S30FT

LOT SIZE 4000 SQ FT

OR 18984-2866 022000 3

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
06/02/2017	\$0	30575-1425	Federal, state or local government agency
08/18/2015	\$0	29746-0249	Federal, state or local government agency
08/26/2014	\$100	29294-2577	Corrective, tax or QCD; min consideration

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OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 6/1/2020

Property Information	
Folio:	30-6913-002-0080
Property Address:	21899 SW 118 CT Miami, FL 33170-2928
Owner	HABITAT FOR HUMANITY OF GREATER MIAMI INC
Mailing Address	3800 NW 22 AVE MIAMI, FL 33142 USA
PA Primary Zone	3160 UC CENTER - RESIDENTIAL MODIFIED (RM) 2 MAX HT
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	0



Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$52,500	\$37,500	\$26,250
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$52,500	\$37,500	\$26,250
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$52,500	\$37,500	\$26,250
Taxable Value	\$0	\$0	\$0

Assessment Information			
Year	2019	2018	2017
Land Value	\$52,500	\$37,500	\$26,250
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$52,500	\$37,500	\$26,250
Assessed Value	\$52,500	\$37,500	\$26,250

Benefits Information				
Benefit	Type	2019	2018	2017
Affordable Housing	Exemption	\$52,500		
County	Exemption		\$37,500	\$26,250

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

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Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0080

Property Address: 21899 SW 118 CT

Roll Year 2019 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-RM	3160	Square Ft.	7,500.00	\$52,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0080

Property Address: 21899 SW 118 CT

Roll Year 2018 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-RM	3160	Square Ft.	7,500.00	\$37,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0080

Property Address: 21899 SW 118 CT Miami, FL 33170-2928

Roll Year 2017 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-RM	3160	Square Ft.	7,500.00	\$26,250

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0080

Property Address: 21899 SW 118 CT

Full Legal Description

RANDOLPHS ADDN TO GOULDS

LOT 17 PB 6-52

BLK 1

LOT SIZE 50.000 X 150

OR 12259-1146 0884 4

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
06/06/2018	\$100	31015-1756	Federal, state or local government agency
11/04/2016	\$0	30296-1676	Corrective, tax or QCD; min consideration

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Version:



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 6/1/2020

Property Information	
Folio:	30-6913-002-0060
Property Address:	21845 SW 118 CT Miami, FL 33170-2928
Owner	HABITAT FOR HUMANITY OF GREATER MIAMI INC
Mailing Address	3800 NW 22 AVE MIAMI, FL 33142 USA
PA Primary Zone	3160 UC CENTER - RESIDENTIAL MODIFIED (RM) 2 MAX HT
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$52,500	\$37,500	\$26,250
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$52,500	\$37,500	\$26,250
Assessed Value	\$52,500	\$14,973	\$13,612

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction		\$22,527	\$12,638
Affordable Housing	Exemption	\$52,500		
County	Exemption		\$14,973	\$13,612
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$52,500	\$14,973	\$13,612
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$52,500	\$37,500	\$26,250
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$52,500	\$14,973	\$13,612
Taxable Value	\$0	\$0	\$0

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0060

Property Address: 21845 SW 118 CT

Roll Year 2019 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-RM	3160	Square Ft.	7,500.00	\$52,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0060

Property Address: 21845 SW 118 CT

Roll Year 2018 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-RM	3160	Square Ft.	7,500.00	\$37,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0060

Property Address: 21845 SW 118 CT Miami, FL 33170-2928

Roll Year 2017 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-RM	3160	Square Ft.	7,500.00	\$26,250

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/1/2020

Property Information

Folio: 30-6913-002-0060

Property Address: 21845 SW 118 CT

Full Legal Description

13 56 39

RANDOLPHS ADDN TO GOULDS PB 6-52

LOT 15 BLK 1

LOT SIZE 50.000 X 150

COC 22867-1934 12 2004 4

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
06/06/2018	\$100	31015-1756	Federal, state or local government agency
04/30/2013	\$0	28606-4813	Corrective, tax or QCD; min consideration
12/01/2004	\$0	22867-1934	Sales which are disqualified as a result of examination of the deed
03/01/2004	\$0	22253-3777	Sales which are disqualified as a result of examination of the deed
05/01/1989	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

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Version:

Instrument prepared by and return to:
VICTOR H. DE YURRE, ESQ.
6780 CORAL WAY
MIAMI, FLORIDA 33155

Folio Nos: 30-5032-010-0111
30-5032-000-0420

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 22 day of January, 2021 by CAZO CONSTRUCTION CORPORATION, a Florida corporation (GRANTOR), and HABITAT FOR HUMANITY OF GREATER, a Florida corporation (GRANTEE), whose address is 3800 NW 22 AVENUE, MIAMI, FLORIDA 33142, its successors and assigns.

WITNESSETH that the GRANTOR, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained, and sold to GRANTEE, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "property"):

PARCEL ONE:

LOTS 7 AND 8, BLOCK 2, OF DIXIE HEIGHTS GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

PARCEL TWO:

WEST 40 FEET, OF THE SOUTH 130 FEET, OF EAST ½, OF SOUTHEAST ¼, OF NORTHEAST ¼, OF NORTHEAST ¼, OF SOUTHWEST ¼, LESS THE SOUTH 30 FEET OF SECTION 32, TOWNSHIP 55 SOUTH, RANGE 40 EAST, AS RECORDED IN THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the property shall be developed by GRANTEE with affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Miami Dade County ("County") Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, the County's Infill Housing Initiative Guidelines and Section 125.379 Florida Statutes, GRANTEE shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as

Instrument prepared by and return to:
VICTOR H. DE YURRE, ESQ.
6780 CORAL WAY
MIAMI, FLORIDA 33155

RECORDED ELECTRONICALLY
COUNTY MIAMI DADE
ID 20210059791
DATE 1/26/21 TIME 11:58:29 AM
ARB 32311/PG 3708

Folio Nos: 30-5032-010-0111
30-5032-000-0420

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 22 day of January, 2021 by CAZO CONSTRUCTION CORPORATION, a Florida corporation (GRANTOR), and HABITAT FOR HUMANITY OF GREATER, a Florida corporation (GRANTEE), whose address is 3800 NW 22 AVENUE, MIAMI, FLORIDA 33142, its successors and assigns.

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PARCEL TWO:

WEST 40 FEET, OF THE SOUTH 130 FEET, OF EAST ½, OF SOUTHEAST ¼, OF NORTHEAST ¼, OF NORTHEAST ¼, OF SOUTHWEST ¼, LESS THE SOUTH 30 FEET OF SECTION 32, TOWNSHIP 55 SOUTH, RANGE 40 EAST, AS RECORDED IN THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

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1. That the property shall be developed by GRANTEE with affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Miami Dade County ("County") Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, the County's Infill Housing Initiative Guidelines and Section 125.379 Florida Statutes, GRANTEE shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as

reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which GRANTEE must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which GRANTEE must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the property shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event GRANTEE fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and GRANTEE, upon written notification from the County, fails to cure such default, then title to the subject property shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, GRANTEE shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the property located within the HOPE VI Target Area (hereinafter "Target Area"), GRANTEE shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for GRANTEE to notify these residents of the availability of homeownership opportunities.
5. That GRANTEE shall not assign or transfer its interest in the property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

6. That GRANTEE shall require that the qualified households purchasing the Dwelling Units execute and record simultaneously with the deed of conveyance from GRANTEE to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from GRANTEE to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That GRANTEE shall pay real estate taxes and assessments on the property or any part thereof when due. GRANTEE shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that GRANTEE may encumber the property with:
- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, is penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or

member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, the property ceases to be used solely for the purpose set forth in paragraph 1 herein by GRANTEE, or if GRANTEE fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if GRANTEE ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, GRANTEE shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If GRANTEE fails to remedy the default within thirty (30) days, title to the subject property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, GRANTEE shall immediately deed such property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by GRANTEE. The County retains a reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the property.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish GRANTEE with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, CAZO CONSTRUCTION CORPORATION, a Florida corporation, has caused this document to be executed by its respective and duly authorized representative on this 22 day of January, 2021, and it is hereby approved and accepted.

Lugones
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: ARMANDO CAZO
Title: PRESIDENT

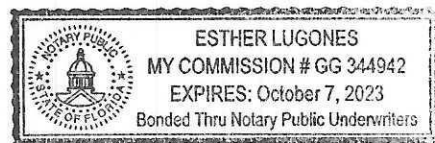
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of January, 2021 by ARMANDO CAZO as PRESIDENT, on behalf of CAZO CONSTRUCTION CORPORATION, a Florida corporation. He is personally known to me or has produced a Florida Driver's License No. _____ as identification.

Lugones
Notary Public Esther Lugones
State of Florida at Large

My Commission Expires: OCT 7 2023



Instrument prepared by and return to:
VICTOR H. DE YURRE, ESQ.
6780 CORAL WAY
MIAMI, FLORIDA 33155

Folio Nos: 30-6913-002-0080
30-6913-002-0060

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 19 day of JANUARY, 2021 by HABITAT FOR HUMANITY OF GREATER MIAMI, a Florida corporation (GRANTOR) and CAZO CONSTRUCTION CORPORATION, a Florida corporation (GRANTEE), whose address is 3461 SW 8 STREET, MIAMI, FLORIDA 33135, its successors and assigns.

WITNESSETH that the GRANTOR, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained, and sold to GRANTEE, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "property"):

LOTS 15 AND 17, BLOCK 1, RANDOLPH'S ADDITION TO GOULDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the property shall be developed by GRANTEE with affordable housing ("Dwelling Units"), as defined by and in accordance with the requirements of the Miami Dade County ("County") Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, the County's Infill Housing Initiative Guidelines and Section 125.379 Florida Statutes, GRANTEE shall sell such Dwelling Units to qualified homebuyers whose income range is established up to 120% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-

Instrument prepared by and return to:
VICTOR H. DE YURRE, ESQ.
6780 CORAL WAY
MIAMI, FLORIDA 33155

Folio Nos: 30-6913-002-0080
30-6913-002-0060

RECORDED ELECTRONICALLY
COUNTY MIAMI Dade
ID 20210059792
DATE 1/26/21 TIME 11:58:29 AM
ORB 32311 / PG 3713

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 19 day of JANUARY, 2021 by HABITAT FOR HUMANITY OF GREATER MIAMI, a Florida corporation (GRANTOR) and CAZO CONSTRUCTION CORPORATION, a Florida corporation (GRANTEE), whose address is 3461 SW 8 STREET, MIAMI, FLORIDA 33135, its successors and assigns.

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LOTS 15 AND 17, BLOCK 1, RANDOLPH'S ADDITION TO GOULDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 52, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

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2. That the property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-

Dade Board of County Commissioners finding it necessary to extend the timeframe in which GRANTEE must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:

- a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which GRANTEE must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Units developed on the property shall be sold to a qualified households, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event GRANTEE fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and GRANTEE, upon written notification from the County, fails to cure such default, then title to the subject property shall revert to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, GRANTEE shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the property located within the HOPE VI Target Area (hereinafter "Target Area"), GRANTEE shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for GRANTEE to notify these residents of the availability of homeownership opportunities.
 5. That GRANTEE shall not assign or transfer its interest in the property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. That GRANTEE shall require that the qualified households purchasing the Dwelling Units execute and record simultaneously with the deed of conveyance from GRANTEE to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The

Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from GRANTEE to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

7. That GRANTEE shall pay real estate taxes and assessments on the property or any part thereof when due. GRANTEE shall not suffer any levy or attachment to be made, or any material or mechanic’s lien, or any unauthorized encumbrance or lien to attach, provided, however, that GRANTEE may encumber the property with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors heirs and assigns” of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an “institutional lender” shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term

"Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

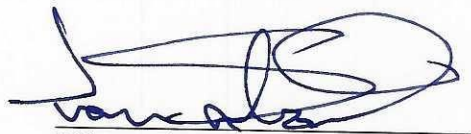
9. If in the sole discretion of the County, the property ceases to be used solely for the purpose set forth in paragraph 1 herein by GRANTEE, or if GRANTEE fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if GRANTEE ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, GRANTEE shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If GRANTEE fails to remedy the default within thirty (30) days, title to the subject property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, GRANTEE shall immediately deed such property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by GRANTEE. The County retains a reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the property.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish GRANTEE with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida corporation, has caused this document to be executed by its respective and duly authorized representative on this 19 day of JANUARY, 2021, and it is hereby approved and accepted.



Witness/Attest



Witness/Attest

By: 
Name: MARIO ARTECONA
Title: CHIEF EXECUTIVE OFFICER

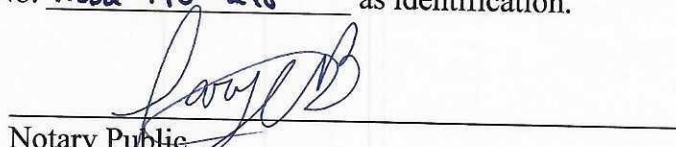
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of JANUARY, 2021 by MARIO ANTECONA as CHIEF EXECUTIVE OFFICER, on behalf of HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida corporation. He is personally known to me or has produced a Florida Driver's License No. A652-440-248 as identification.



Daryl Bustamante
Comm #GG959020
Expires: Feb. 17, 2024
Bonded Thru Aaron Notary


Notary Public
State of Florida at Large

My Commission Expires: 2/17/24